FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00136125-A **Type of Permit:** FILMING **Release Date:** 04/12/2018

Production Company EFT MEDIA PRODUCTIONS LLC DBA EVOLUTION MEDIA

Insured Company Name EFT MEDIA PRODUCTIONS LLC DBA EVOLUTION MEDIA

Contact Phone No. 1 818-260-0300

Contact Phone No. 2

Fax

Address 3310 W. VANOWEN ST BURBANK, California 91505

Production Title OC TV PROJECT 13

Type of Production TV Reality

Producer Josh Klinman

Director N/A N/A

1st AD N/A N/A

Production Manager Mark Wiese

FilmL.A. Coordinator Daniel Poissant

Location Manager Mark Wiese

Primary Phone Mobile - 323-369-8898

Secondary Phone

Location Assistant Mark Wiese

Primary Phone Mobile - 323-369-8898

Secondary Phone

Fees

Notification Charge	$360.00	**Total Permit Fee**	$465.00
FILMLA NON-REFUNDABLE FILM PERMIT RIDER FEE	$105.00	**Number of Locations**	3

NOT A PERMIT

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www.filmla.com

Summary Information — Location

Permit Number	F00136125-A	**Location Manager**	Mark Wiese
Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-369-8898
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	OC TV PROJECT 13		

Location Address 1742 Port Manleigh Cir, Newport Beach, CA, 92660

Location Type Private Residence

Film Dates
4/13/2018 - 4/14/2018 09:00 - 20:00 2 days
4/17/2018 - 4/17/2018 09:00 - 20:00 1 day
4/19/2018 - 4/19/2018 09:00 - 20:00 1 day
4/21/2018 - 4/21/2018 09:00 - 20:00 1 day

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.

Please see attached documents
1742 Port Manleigh Circle.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2

Personnel on Location

Type	Quantity
Cast	2
Crew	7

Filming Activities Handheld equipment; Interior Dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Coordinator Note RIDER A ADDS FILM DATES

Parking
Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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Summary Information

Location

Location 1 of 3

Permit Number	F00136125-A	**Location Manager**	Mark Wiese
Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-369-8898
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	OC TV PROJECT 13		

NOT A PERMIT

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Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
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Summary Information — Location

Permit Number	F00136125-A	**Location Manager**	Mark Wiese
Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-369-8898
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	OC TV PROJECT 13		

Location Address 3100 Breakers Dr, Newport Beach, CA, 92625

Location Type Private Residence

Film Dates
4/13/2018 - 4/14/2018 09:00 - 20:00 2 days
4/17/2018 - 4/17/2018 09:00 - 20:00 1 day
4/19/2018 - 4/19/2018 09:00 - 20:00 1 day
4/21/2018 - 4/21/2018 09:00 - 20:00 1 day

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.

Please see attached documents
3100 Breakers Drive.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2

Personnel on Location

Type	Quantity
Cast	2
Crew	7

Filming Activities Camera on sticks; Handheld equipment; Interior and exterior dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH Monique Navarrete

Coordinator Note OC TV PROJECT 13 is REAL HOUSEWIVES OF ORANGE COUNTY 13

Coordinator Note RIDER A ADDS FILM DATES

Parking **Base Camp** **Crew Parking**

NOT A PERMIT

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Hollywood, CA 90028
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www.filmla.com

Summary Information

Location

Location 2 of 3

Permit Number	F00136125-A	**Location Manager**	Mark Wiese
Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-369-8898
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	OC TV PROJECT 13		

Location Type : Filming Location

Location Type : Filming Location

NOT A PERMIT

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Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information — Location

Location 3 of 3 — **Page 1 of 1**

Permit Number	F00136125-A	**Location Manager**	Mark Wiese
Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-369-8898
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	OC TV PROJECT 13		

Location Address 3935 Birch St, Newport Beach, CA, 92660

Location Type Studio

Film Dates 4/11/2018 - 4/11/2018 14:00 - 20:00 1 day

Open or Closed to the Public Open

Generic Conditions
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.

Please see attached documents
Musical Theatre Academy of Orange County.pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	3

Personnel on Location

Type	Quantity
Cast	2
Crew	7

Filming Activities Camera on sticks; Handheld equipment; Interior and exterior dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

Approvals NEWPORT BEACH — Monique Navarrete

Coordinator Note OC TV PROJECT 13 is REAL HOUSEWIVES OF ORANGE COUNTY 13

Coordinator Note RIDER A ADDS LOCATION

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

Shannon Beador ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 1742 PORT MANLEIGH CIRCLE *(street)*

City of Newport Beach, CA 92660 *(zip code)*

Name of Business (if applicable): _____

I have granted permission to: Evolution Film & Tape, Inc *(Film Production Company / School)*

To use my property for the purpose of: Filming a segment for The Real Housewives of OC

On the day/date (s) 4/13, 4/14, 4/17, 4/19, 4/21

from 9 Am 8 pm

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on this 6 day of APRIL 2018.

Signed: _____ Telephone: 949-887-2761
(Owner/Lessee)

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

KELLY DODD ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 3100 BREAKERS DRIVE *(street)*

City of Newport Beach, CA 92625. *(zip code)*

Name of Business (if applicable): _____

I have granted permission to: EVOLUTION *(Film Production Company / School)*

To use my property for the purpose of: FILMING FOR REAL HOUSEWIVES OF ORANGE COUNTY

On the day/date (s) 4/13, 4/14, 4/17, 4/18, 4/19, 4/21

from 9 Am 8 pm

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on this 6 day of APRIL 2018.

Signed: Kelly Dodd *(Owner/Lessee)* Telephone: (949) 887-6650

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT

PERMISSION TO USE PRIVATE PROPERTY FOR FILMING

To: City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92658

Jimmy Hippenstiel ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract ("the Property"). Owner represents and warrants that Owner has the right to enter into this contract. In the event the Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract.

Address: 3935 BIRCH ST. NEWPORT BEACH, CA *(street)*

City of Newport Beach, CA 92660 *(zip code)*

Name of Business (if applicable): MUSICAL THEATRE ACADEMY OF ORANGE COUNTY (MTAOC)

I have granted permission to: Evolution Media *(Film Production Company / School)*

To use my property for the purpose of: FILMING A SEGMENT FOR REAL HOUSEWIVES OF OC

On the day/date (s) 4/11/2018

from 2 ~~am~~/pm *to* 8 ~~am~~/pm.

Further, I hereby hold harmless and agree to indemnify the City of Newport Beach, its elected or appointed officers, employees, agents, and volunteers against any claims, demands, or liability arising out of the permittee's conduct or activities while on, or using, my property in connection with any filming permit(s) issued by the City of Newport Beach.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on this 8 day of Feb. 2018.

Signed: Jimmy Hippenstiel *(Owner/Lessee)* Telephone: (714) 397-5075

NOT A PERMIT

Permit #F00136125-A (Music Theater Academy)

EFT MEDIA PRODUCTIONS LLC d/b/a EVOLUTION MEDIA
3310 W. Vanowen Street
Burbank, California 91505-1239

LOCATION CONTRACT #2

Jimmy Hippenstiel ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby gives permission to EFT Media Productions LLC d/b/a Evolution Media and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at: 3935 Birch St. Newport Beach, CA. on 92660 0, (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the television program currently entitled "*The Real Housewives of Orange County*" (the "Program") and for any additional uses as described below. Producer may use the Property until all scenes requiring the Property have been completed.

Owner acknowledges and agrees that Owner will not be paid compensation for Producer's use of the Property under this contract nor for Producer's exercise of the rights granted by Owner under this contract. Owner further acknowledges and agrees that the consideration Owner will receive for Producer's use of the Property and/or Producer's exercise of its rights under this contract is the opportunity for publicity that the Property and/or Owner will receive if Producer decides to include photographs, film, or recordings made on the Property in any of its productions. If Producer requires use of the Property for additional filming in connection with the Program, Owner shall permit Producer to re-enter upon and again utilize the Property for such purpose. The dates for such additional use shall be subject to Owner's approval, which approval Owner shall not unreasonably withhold.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, and in no event will Owner be entitled to terminate this contract. Producer has no obligation to include the Property in the Program or in any other production.

NOT A PERMIT

EFT MEDIA PRODUCTIONS, LLC d/b/a EVOLUTION MEDIA
3310 W. Vanowen Street
Burbank, California 91505-1239

and replaces all previous agreements and negotiations. No other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

AGREED TO AND ACCEPTED:

EFT MEDIA PRODUCTIONS, LLC
d/b/a EVOLUTION MEDIA
("Producer")

By: _____

Its: _____

Jimmy Hippenstiel
("Owner")

By: Jimmy Hippenstiel

Business Address: 3935 Birch St.
Newport Beach, CA. 92660
Phone: (714) 397-5075
Email: jimmymta@gmail.com

NOTE: If agent signs on Owner's behalf please complete the following:

I, _____, warrant and represent that I am the authorized agent and representative of the above named Owner of the Property, and I have been expressly authorized by Owner to license Producer to use the Property and grant to Producer all the rights granted to Producer under this agreement, and I have, by my signature above, bound Owner to the terms and conditions of this agreement.

_____ Agent's Email Address: _____.
Signature of Agent for Owner

_____ Agent's Telephone Number: _____
Print Name of Agent

NOT A PERMIT

MPA Air PO
Permit #F00136125-A
(Music Theater Academy)

EFT MEDIA PRODUCTIONS LLC d/b/a EVOLUTION MEDIA
3310 W. Vanowen Street
Burbank, California 91505-1239

LOCATION AGREEMENT – LANDLORD Dated: 02/08/18

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jimmy Hippenstiel ("Owner") hereby grants to EFT MEDIA PRODUCTIONS LLC d/b/a EVOLUTION MEDIA ("Producer"), permission to enter upon and use the property located at 3935 Birch St. Newport Beach, CA. 92660 ("Property") for the purpose of photographing, filming and recording (including, without limitation, sound recordings) certain scenes for a television program currently entitled "THE REAL HOUSEWIVES OF ORANGE COUNTY" ("Program") commencing on or about _____, pursuant to a separately-executed location agreement with Owner's tenant ("Tenant").

Producer agrees to use reasonable care to prevent damage to the Property, and will indemnify Owner, Tenant, and all other parties lawfully in possession, of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Producer's part in connection with the work hereunder.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as Owner's Marks (as defined below), in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Producer may, if it elects, and to the extent owned or controlled by Owner, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Neither Owner nor Tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this agreement by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, and in no event will Owner be entitled to terminate this agreement. Producer is not obligated to actually use the Property or produce the Program or include the Property or material shot hereunder in the Program or in any other production.

Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in any of Producer's productions.

Producer may assign its rights hereunder in whole or in part to any person, firm or corporation and this agreement may be assigned by any assignee thereof; provided, however, that Producer shall remain secondarily liable hereunder unless such assignment is to any "major" or "mini-major" studio (as those terms are commonly understood in the entertainment industry) or to any other similar financially responsible party which assumes all of Producer's obligations hereunder in writing, in which case, Producer shall have no further liability hereunder. This agreement and Owner's rights and obligations hereunder are not assignable by Owner and any purported assignment thereof will be null and void from the making thereof.

If any controversy or claim arising out of or relating to this agreement, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by binding confidential arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules", available at www.jamsadr.com, including, without limitation, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses, and the rules providing for limited discovery and other exchange of information). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be an arbitrator experienced in the entertainment industry and licensed to practice law in California or a retired judge. Notwithstanding the above requirements, if a party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph.

This agreement and all matters or issues collateral thereto shall be governed by the internal, substantive law of California without regard to the conflicts of law provisions thereof.

Owner hereby represents and warrants that Owner has the right and authority to make and enter into this agreement and to grant Producer the rights set forth herein. The individual signing below, if not the Owner, represents and warrants that he or she is authorized to sign on behalf of the Owner and grant the rights herein. This is the entire agreement between the parties with respect to the subject matter hereof and supersedes

NOT A PERMIT

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producer all rights provided by this contract. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract and to grant Producer all rights provided hereunder. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Program or in any of Producer's productions.

If any controversy or claim arising out of or relating to this contract, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules", available at www.jamsadr.com, including, without limitation, the rules providing for limited discovery and other exchange of information and, to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses). The JAMS Rules for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be (i) an experienced mediator or arbitrator (as applicable), who is experienced in the entertainment industry and licensed to practice law in California or (ii) a retired judge. Notwithstanding the above requirements, if a party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein.

This contract and all matters or issues collateral thereto shall be governed by the internal, substantive law of California without regard to the conflicts of law provisions thereof.

Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity. Owner agrees to indemnify and hold free and harmless to the fullest extent permitted by law, Producer, its parents, subsidiaries, and affiliated and related entities, and each of their respective agents, employees, successors, licensees and assigns, from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from any breach of any warranty, representation, or agreement made herein by Owner.

Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract, and Owner shall immediately refund to Producer any and all sums previously paid by Producer (if any) pursuant to this contract. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect.

This is the entire contract. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

ACCEPTED AND AGREED:

EFT MEDIA PRODUCTIONS LLC
d/b/a EVOLUTION MEDIA
("Producer")

By: _____

Its: _____

Jimmy Hippenstiel
("Owner")

By: Jimmy Hippenstiel

Business Address: 3935 Birch St.
Newport Beach, CA.
92660

Phone: (714) 397-5075

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

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